

AGENDA

Bainbridge Island Metropolitan Park & Recreation District Regular Board Meeting 6:00 pm Thursday – July 18, 2024

Bainbridge Island Recreation Center
11700 Meadowmeer Circle NE
Bainbridge Is, WA 98110
206-842-5661

Remote access options for board meetings available at www.biparks.org.

10. CALL TO ORDER

- 10.1** Roll Call
- 10.2** Adjustments to the Agenda
- 10.3** Conflict of Interest Disclosure
- 10.4** Mission Statement: The mission of the Bainbridge Island Metropolitan Park & Recreation District is to build a healthy community through effective, sustainable stewardship of the District's parks and open space, and through the development and delivery of innovative cultural and recreation opportunities.

20. PUBLIC COMMENTS

30. BOARD CONSENT

- 30.1** Minutes: Regular Board Meeting of June 20, 2024
Special Board Meeting of June 28, 2024
- 30.2** Financial: Approval of vouchers and payroll.

40. GENERAL BUSINESS

- 40.1** Ray Williamson Pool Renovation Update
Action: Information only. Harry/Reneau (10 min)
- 40.2** Ray Williamson Pool Renovation Budget Update
Action: Information only. Swenson (10 min)
- 40.3** Sakai Park Tennis Courts Bid Award
Action: Motion to approve. Harry (10 min)
- 40.4** Resolution 2024-05: Naming Grand Forest East Loop Trail in Honor of Chuck Field
Action: Motion to adopt. DeWitt (10 min)
- 40.5** Easement on Property Parcel Number 112402-3-038-2003
Action: Possible motion to approve. Roush (10 min)
- 40.6** Resolution 2024-06: RCO Grant for Skatepark at Strawberry Hill Park (Land and Water Conservation Fund)
Action: Motion to adopt. Keough (5 min)
- 40.7** Resolution 2024-07: RCO Grant for Skatepark at Strawberry Hill Park (Washington Wildlife and Recreation Program)
Action: Motion to adopt. Keough (5 min)
- 40.8** Resolution 2024-08: RCO Grant for Battle Point Park Artificial Turf Field Replacement
Action: Motion to adopt. Keough (5 min)

50. STAFF REPORT

60. UPCOMING MEETINGS

08/01/24	Regular Board Meeting	6 pm	Bainbridge Island Recreation Center
08/15/24	Regular Board Meeting	6 pm	Bainbridge Island Recreation Center
09/05/24	Regular Board Meeting	6 pm	Strawberry Hill Center
09/19/24	Regular Board Meeting	6 pm	Strawberry Hill Center
10/03/24	Regular Board Meeting	6 pm	Strawberry Hill Center

70. BOARD MEMBER REMARKS

80. ADJOURNMENT

90. ADJOURN TO EXECUTIVE SESSION IF NEEDED

100. EXECUTIVE SESSION

110. RECONVENE TO REGULAR SESSION

120. ADJOURNMENT

Board Committees

Governance
Capital Facilities
Program
Budget & Finance
Personnel
Ad Hoc Committee: Forest Management
Ad Hoc Committee: Sakai Site Planning

2024 Board Representatives

Swolgaard/Janow

Janow/DeWitt
Kinney/Swolgaard

Board Liaisons

Park District Committees:
Trails Advisory Committee
Dog Advisory Committee

Goodlin/DeWitt
Kinney/Janow

Community/Public Agencies:
Bainbridge Island Parks & Trails Foundation
Bainbridge Island School District
City of Bainbridge Island

Goodlin/Janow

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT
REGULAR BOARD MEETING June 20, 2024
BAINBRIDGE ISLAND RECREATION CENTER

CALL TO ORDER: A quorum being present, the meeting was called to order at 6:00 pm by Chair Swolgaard.

BOARD MEMBERS PRESENT: Ken DeWitt, Tom Goodlin, Dawn Janow, Jay Kinney (phoned in only for executive session), Tom Swolgaard.

ADJUSTMENTS TO AGENDA: Add an executive session for personnel.

MISSION STATEMENT: Chair Swolgaard read the Park District's mission statement: The mission of the Bainbridge Island Metropolitan Park & Recreation District is to build a healthy community through effective, sustainable stewardship of the District's parks and open space, and through the development and delivery of innovative cultural and recreation opportunities.

PUBLIC COMMENTS

Mark Mumm spoke in support of speeding up the timeline for the conversion of the shared tennis courts at Battle Point Park into pickleball courts as the pickleball community is paying for the conversion and suggested that the Battle Point Park project could be completed by the same contractor who builds the new tennis courts at Sakai Park directly after they are built to save time and money.

Acting Executive Director Dan Hamlin said at the August 3, 2023 board meeting a communication from the tennis community was shared in which the tennis community agreed to give up the shared tennis courts at Battle Point Park after the new tennis courts are built at Sakai Park. The agreement also included the understanding that the Battle Point Park shared tennis courts would continue to be multiuse until the new tennis courts are constructed.

Commissioner Goodlin asked if the Park District will be contracting out both projects. Dan Hamlin said yes, the bid package is out for the tennis courts at Sakai Park, and it would delay the tennis court project to try to combine the two projects in one bid. The work for the refurbishment of the courts at Battle Point Park will also be bid out. Commissioner Swolgaard said the Park District made an agreement with the tennis community to not shut down the shared tennis courts until the new courts are finished. Commissioner DeWitt said the Park District must go with the lowest responsible bidder so the two projects may or may not have the same contractor. Mark Mumm asked that staff make the effort to communicate the upcoming project to the contractor for the tennis courts.

Loanne Harmeling said that she knows no decision has been made but it seems like the winds are shifting for making the home of pickleball at Strawberry Hill Park in which case perhaps the shared tennis courts at Battle Point Park could remain as such.

BOARD CONSENT

APPROVAL OF MINUTES:

Upon hearing there were no corrections to the minutes of the June 6, 2024 regular board meeting, Chair Swolgaard stated the minutes stand approved as submitted.

APPROVAL OF PAYMENTS: MSC: DeWitt/Janow: I have reviewed the following vouchers, warrants and electronic payments and move that they be approved for payment.

Batch Date	Fund Number & Name	Warrant Numbers	Total Batch Amt	Pre-Approved
05/22/24	001 General Fund	27921-27960	36,323.76	05/22/24

	300 Capital Improvement Fund			
05/29/24	001 General Fund 300 Capital Improvement Fund	27961-27983	46,779.63	05/29/24
05/30/24	001 General Fund 300 Capital Improvement Fund	27984-28017	133,133.64	05/30/24
06/07/24	001 General Fund 300 Capital Improvement Fund	28018-28041	28,454.77	06/07/24
6/10/24	001 General Fund 300 Capital Improvement Fund	28042	55,429.27	06/10/24
06/11/24	001 General Fund 300 Capital Improvement Fund	28055-28085	100,098.77	06/11/24
	001 General Fund (May Payroll)	EFT & 3295-3303	700,449.62	

GENERAL BUSINESS

PRESENTATION REGARDING POTENTIAL USE OF BAINBRIDGE ISLAND RECREATION CENTER POOL DURING RAY

WILLIAMSON POOL RENOVATION CLOSURES: Recreation Division Director Madison Collins said this presentation explores potential impacts to Bainbridge Island Recreation Center if the BIRC pool is used temporarily to accommodate displaced swimmers during closures for the renovation of the Ray Williamson pool. Factors for which more information is needed include the construction timeline, dates of closure, off-site pool availability, and contractor needs/updates. There are currently more active BIRC memberships than there have been since the Park District took over operation of the facility. There are also people who access the facility by using a daily pass or a punch pass. BIRC also houses services including fitness classes, racquet sports, and other programs that people can pay to attend even if they do not have membership or a pass. Possible pros and cons surrounding pool use, finances, and user experience were mentioned. BIRC is a busy place and bringing in the displaced swimmers during the Ray Williamson pool renovation would alter current operations and reduce the number of non-pool offerings at the facility. Staff anticipates that if the displaced swimmers are accommodated at BIRC that there will be an overall decrease in BIRC revenue to support additional expenses associated with expanded pool offerings.

Acting Executive Director Dan Hamlin said this is a snapshot of what BIRC staff know about the facility as a baseline for a future presentation about potential plans for the aquatic community during the closures. Commissioner Goodlin said pool temperatures matter and competitive pools are generally cooler than recreation pools so maybe the BIRC pool temperature could be turned down during the Ray Williamson renovation closure. He thinks the high demand for parking at BIRC is, of the things that were mentioned, one of the hardest things to figure out.

NAMING OF PARK OR TRAIL IN HONOR OF CHUCK FIELD: Commissioner DeWitt said Chuck Field was the director of the Bainbridge Island Park & Recreation District for 18 years until 1998 when he retired. Chuck Field was the second longest serving head of the Park District and he passed away in 2023. Commissioner DeWitt thinks it would be appropriate to name a facility in his honor. Multiple options have been explored but Commissioner DeWitt supports naming something in the Grand Forest East as Chuck Field considered the Grand Forest his greatest achievement as director of the Park District. The bond issue for over 5 million dollars to purchase the Grand Forest passed with over 80% approval, the highest approval of any bond in Bainbridge Island history. The board generally agreed to direct staff to work on a resolution naming the Grand Forest East loop trail after Chuck Field.

BOARD MEETING LOCATION: Acting Executive Director Dan Hamlin said there has been conversation about moving board meetings back to Strawberry Hill Center. Administrative staff will be moving back to Strawberry Hill Park in the fall. Staff propose moving the board meetings back to Strawberry Hill Center as of September and the commissioners did not object.

STAFF REPORT

Administrative Division: Assistant Executive Director Amy Swenson said 123 employees have been onboarded or are in the process of onboarding since May 1. The Don Nakata slide staircase replacement bid came in today and is underbudget.

Park Services Division: Senior Planner Matthew Keough said State Representative Greg Nance will be visiting Sakai Park on July 1 with people from the Recreation and Conservation Office. Park Services Superintendent Lydia Roush said Earth Corps was working on trails last week thanks to a grant from Bainbridge Island Parks & Trails Foundation. Volunteers helped replant the entrance on the southwest corner of Moritani Preserve. Student Conservation Corps starts next week, and the program remains popular. Crews are busy trying to keep up with mowing grass. She met with BIPTF's membership circle last week to talk about the Park District's Integrated Pest Management program. Thanks to the forest thinning work done at Strawberry Hill Park earlier this year, light is filtering through the canopy and the understory is developing with sword fern coming up.

Recreation Division: Recreation Division Director Madison Collins said staff have been working to train the new summer recreation staff and noted that summer camps start on Monday. Commissioner Janow asked how the changes to summer camps have been received. Madison Collins said no camps have had to be canceled yet due to low enrollment and the waitlists are smaller.

Acting Executive Director Dan Hamlin said staff held the first of two informational meetings regarding the Ray Williamson pool renovation bond measure this week. Staff are updating the presentation and the frequently-asked-questions document based on feedback from the first meeting. The Friends of the New Bainbridge Pool have scheduled an open house to share their feasibility study regarding a new private pool with the community. Staff met with Port Blakely Company about the remedial investigation performed regarding the cleanup of Blakely Harbor Park. The first Sounds of Summer concert at Battle Point Park is scheduled for July 10 and the first of the summer's Movies in the Park events will be on August 2. The Don Nakata pool will be shut down July 27-September 1 for the liner replacement project.

BOARD MEMBER REMARKS:

- Commissioner Janow asked if there is an update on the Battle Point Park bathroom replacement. Acting Executive Director Dan Hamlin said staff are waiting on the septic system design and a new drain field is needed.
- Commissioner Janow said she was visiting Pia the troll at Sakai Park the other day, and she thanked staff for posting notices that tennis courts are going to be built in the park. She said the northwest trolls group is planning a birthday party for the trolls and asked if the Park District wants to participate; Acting Executive Director Dan Hamlin said he would speak to staff about that.
- Commissioner DeWitt said on Sunday, June 9 there were a lot of runners in the Grand Forest, on the Forest to Sky trail, and at Battle Point Park for the Great Ferry Race and participants he spoke with had a wonderful time.
- Commissioner DeWitt said he attended Park Services Superintendent Lydia Roush's talk about the Park District's Integrated Pest Management program with Bainbridge Island Parks & Trails Foundation's membership circle.
- Commissioner DeWitt said there was a pretty good turnout at the first informational meeting for the Ray Williamson pool renovation bond measure.
- Commissioner DeWitt said he will be at the Park District booth at the Farmers' Market on Saturday.

- Commissioner Goodlin said he had a meeting with Bainbridge Island School District Board President Mark Emerson. Mark Emerson attended the informational meeting for the Ray Williamson pool renovation bond measure and made a nice statement about public agencies working together to help the community.

MEETING ADJOURNED to a three-minute recess at 7:12 pm with announced time to reconvene at 7:15 pm. **MEETING RECONVENED** at 7:15 pm.

MEETING ADJOURNED TO EXECUTIVE SESSION at 7:15 pm for discussion of real estate and personnel with announced time to reconvene at 7:45 pm.

MEETING RECONVENED at 7:45 pm and **ADJOURNED** at 7:45 pm.

Helen Stone
Dan Hamlin
BAINBRIDGE ISLAND METROPOLITAN
PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT
SPECIAL BOARD MEETING June 28, 2024
BAINBRIDGE ISLAND RECREATION CENTER

CALL TO ORDER: A quorum being present, the meeting was called to order at 2:00 pm by Chair Swolgaard.

BOARD MEMBERS PRESENT: Ken DeWitt, Dawn Janow, Tom Swolgaard.

MISSION STATEMENT: Chair Swolgaard read the Park District’s mission statement: The mission of the Bainbridge Island Metropolitan Park & Recreation District is to build a healthy community through effective, sustainable stewardship of the District’s parks and open space, and through the development and delivery of innovative cultural and recreation opportunities.

GENERAL BUSINESS

NAKATA SLIDE STAIRCASE BID AWARD: Acting Executive Director Dan Hamlin said the reason this special board meeting is being held is because there is a thirteen-week lead time for ordering the staircase materials and the next regular board meeting is not until July 18 due to the cancelation of the board meeting that landed on the July 4 holiday. The amount budgeted in the Capital Improvement Fund for this project was \$270,000 and the bids came in much lower because staff were able to provide the engineered staircase plans. The original estimate included engineering to design the staircase in addition to purchasing materials and building it. Procurement Manager Michelle Miller said this was a small works roster bid and there were two mandatory pre-bid walk-throughs to ensure contractors saw the staircase and understood the access. Two bids were received, and both were underbudget. FPH Construction came in with the lowest bid for the staircase at \$144,569.52. There was an optional add-on bid for railings and FPH Construction included a bid amount for railings for a total bid amount for staircase and railings of \$146,872.34. FPH Construction was recently awarded the Phase I bid for the Ray Williamson pool renovation at which time staff performed extensive research on the bidder. Dan Hamlin said staff are recommending that the bid be awarded. **MSC: Janow/DeWitt: Motion to award the bid to FPH for the stairwell and railing for the Nakata pool.** Commissioner DeWitt asked what the coating on the stairs will be. Dan Hamlin replied that the coating on the stairs will be FRP which is not metal and will not rust.

MEETING ADJOURNED at 2:09 pm.

Helen Stone
Dan Hamlin
BAINBRIDGE ISLAND METROPOLITAN
PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, AUTHORIZING A NAME FOR THE LOOP TRAIL IN THE GRAND FOREST EAST.

WHEREAS, the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District adopted its most recent naming policy by Resolution 2012-20 on July 7, 2012; and

WHEREAS, the naming policy provides guidelines and criteria which are met by the name selected; and

WHEREAS, in 1998 the Commissioners of the Bainbridge Island Park & Recreation District passed Resolution 98-12 in which Chuck Field was commended for his 18 years of service and dedication as director of the Bainbridge Island Park & Recreation District; and

WHEREAS, the District's acquisition of the Grand Forest was one of the things Chuck Field was most proud of during his tenure as director; and

WHEREAS, input was received from commissioners, staff, and Chuck Field's widow; and

WHEREAS, naming the loop trail in the Grand Forest East in honor of Chuck Field, who passed away in 2023, has been given careful consideration by the commissioners,

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that the loop trail in the Grand Forest East be named the Chuck Field Memorial Loop Trail.

PASSED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, at a regular meeting thereof held this 18th day of July, 2024, the undersigned commissioners being present.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin

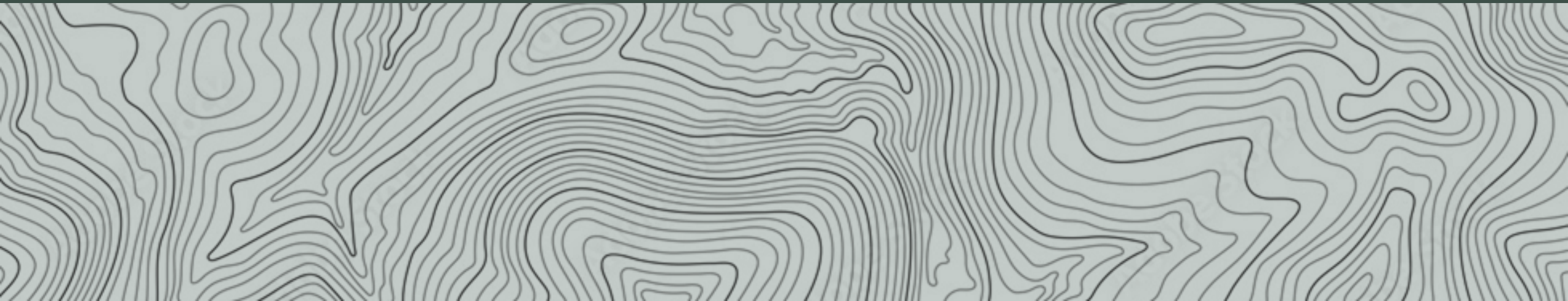
Parcel No. 112402-3-038-2003
Easement Acquisition & Approval
July 18, 2024

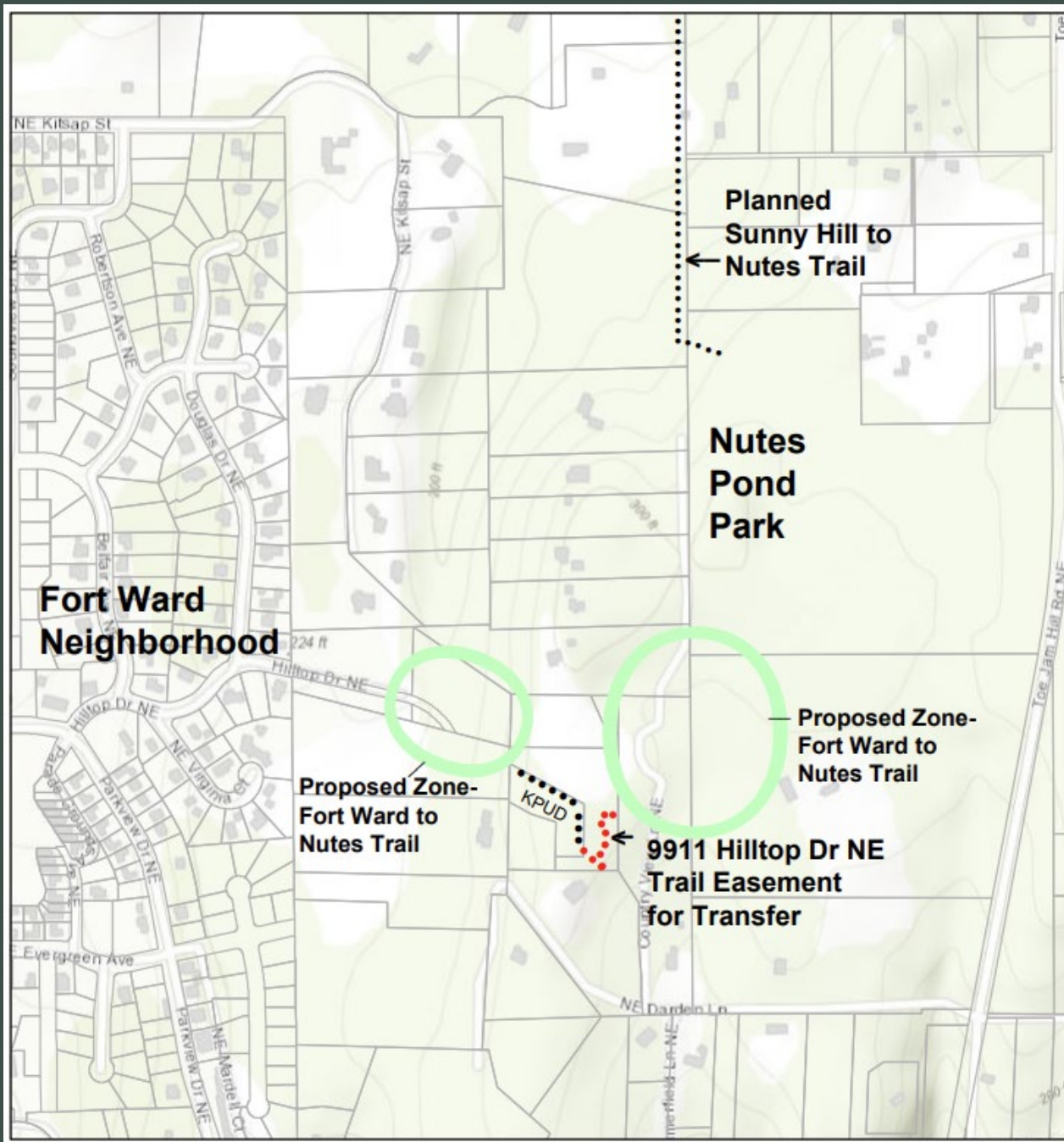


Bainbridge Island
Metro Park & Recreation District



BAINBRIDGE ISLAND
PARKS & TRAILS
FOUNDATION





A vertical strip on the left side of the slide features a detailed topographic map pattern with numerous contour lines in a light gray color against a darker gray background.

MOTION TO APPROVE:

Acquisition of parcel no. 112402-3-038-2003 to initiate trail connection from Nutes to Fort Ward neighborhood.



Bainbridge Island
Metro Park & Recreation District



Applicant Resolution/Authorization

Organization Name (sponsor) Bainbridge Island Metropolitan Park & Recreation District

Resolution No. or Document Name 2024-06

Project(s) Number(s), and Name(s) 24-1401 D Strawberry Hill Skatepark

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Matthew F. Keough, Senior Planner
Project contact (day-to-day administering of the grant and communicating with the RCO)	Matthew F. Keough
RCO Grant Agreement (Agreement)	Dan Hamlin, Acting Executive Director
Agreement amendments	Dan Hamlin
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Dan Hamlin

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Chair, Board of Commissioners Date 07/18/2024

On File at: 11700 NE Meadowmeer Circle, Bainbridge Island, WA 98110

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: 1700 NE Meadowmeer Circle, Bainbridge Island, WA 98110 Date: 7/18/2024

Washington State Attorney General's Office

Approved as to form  2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



Applicant Resolution/Authorization

Organization Name (sponsor) Bainbridge Island Metropolitan Park & Recreation District

Resolution No. or Document Name 2024-07

Project(s) Number(s), and Name(s) 24-1831 D Strawberry Hill Skatepark

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Matthew F. Keough, Senior Planner
Project contact (day-to-day administering of the grant and communicating with the RCO)	Matthew F. Keough
RCO Grant Agreement (Agreement)	Dan Hamlin, Acting Executive Director
Agreement amendments	Dan Hamlin
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Dan Hamlin

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Chair, Board of Commissioners Date 07/18/2024

On File at: 11700 NE Meadowmeer Circle, Bainbridge Island, WA 98110

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: 1700 NE Meadowmeer Circle, Bainbridge Island, WA 98148 Date: 7/18/2024

Washington State Attorney General's Office

Approved as to form Brian Stallen 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



Applicant Resolution/Authorization

Organization Name (sponsor) Bainbridge Island Metropolitan Park & Recreation District

Resolution No. or Document Name 2024-08

Project(s) Number(s), and Name(s) 24-1651 D Battle Point Park Turf Replacement

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Matthew F. Keough, Senior Planner
Project contact (day-to-day administering of the grant and communicating with the RCO)	Matthew F. Keough
RCO Grant Agreement (Agreement)	Dan Hamlin, Acting Executive Director
Agreement amendments	Dan Hamlin
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Dan Hamlin

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
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Signed _____

Title Chair, Board of Commissioners Date 07/18/2024

On File at: 11700 NE Meadowmeer Circle, Bainbridge Island, WA 98110

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: 1700 NE Meadowmeer Circle, Bainbridge Island, WA 98110 Date: 7/18/2024

Washington State Attorney General's Office

Approved as to form  2/13/2020
Assistant Attorney General Date

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